

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON
AND
LOCAL 1917.29 SUPERVISORY EMPLOYEES
MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

APRIL 1, 2006 THROUGH MARCH 31, 2010

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AND LOCAL 1917.29 SUPERVISORY EMPLOYEES MICHIGAN
COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND
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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer and Local #1917.29 Supervisory Employees, Michigan Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

W I T N E S S E T H:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I

GENERAL PROVISIONS

Section 1. PURPOSE

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate in this formal written Collective Bargaining Agreement all of the agreed terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

- A. EMPLOYER shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
- B. UNION shall mean Clinton Township Supervisory Employees Chapter 1917.29, Supervisory Employees Michigan Council 25 of American Federation of State, County and Municipal Employees.
- C. EMPLOYEES shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.
- D. BOARD shall mean the Township Board for the Charter Township of Clinton, Macomb County, Michigan.
- E. In the construction of the words used in this Agreement, whenever the singular number is used, it shall include the plural and vice versa whenever the masculine gender is used, it shall include the feminine gender, and vice versa.

Section 3. RECOGNITION OF UNION

Pursuant to the agreement between the parties, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates or pay, wages, hours of employment or other conditions of employment, for the term of this agreement of the Employees as herein defined. Employees are: Assessor, other than the Township Supervisor; Assistant Assessor; D.P.W. Superintendent; Assistant D.P.W. Superintendent Building Superintendent; Assistant Building Superintendent; Water Department Superintendent; and Assistant Water Department Superintendent; Director of Parks and Recreation; Assistant Director of Parks and Recreation; Director of Senior Citizens; Assistant Director of Senior Citizens; Cable TV Director; Assistant Cable TV Director; Planning Director; Assistant Planning Director; Finance Director; Assistant finance Director; Township Engineer and Information Technology Director.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees for any purpose whatsoever during the term of this Agreement. The Employer shall not aid, promote or finance any labor group or organization with respect to Employees during the duration of this Contract.

Section 5. SCOPE OF THIS AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties are permitted under law and desire to incorporate into a collective bargaining agreement during the term hereof. They respectively acknowledge that many matters were considered in negotiation which are not incorporated herein. Each of those matters as well as any other matters which were not considered in negotiation, shall not be incorporated in this collective bargaining agreement during the term hereof. Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hour of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, he shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are required.

Section 6. MANAGEMENT RIGHTS

It is mutually agreed that there is reserved exclusively to the Employer all responsibilities, powers, rights and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, excepting such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 7. EMPLOYEE CONFLICT OF INTEREST

In recognition that a conflict of interest may arise, it is mutually agreed that an Employee covered by this Agreement shall not engage, directly or indirectly, in any work as an Employee or independent contractor for any other contractor for any other person when such work is related to any matter pertaining to Employer.

Section 8. DISCRIMINATION

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership to the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap, except where based on a bona fide occupational qualification.

ARTICLE II

UNION SECURITY, CHECK-OFF DUES & INITIATION FEES

Section 1. UNION SECURITY – AGENCY SHOP

As a condition of continued employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union Dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee.

The member, or the Employee paying the service fee, shall be obligated to pay the appropriate assessment, dues, and/or fees the day following the cessation of probation. The dues and/or fees/assessments shall be payable in advance for each month when a payment is due.

All Employees shall execute an authorization for the deduction of Union dues or service dues. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not in arrears in payment of initiation fees, dues and/or assessments.

Section 2.

The employee who fails to maintain himself/herself in good standing in the Union by the non-payment of the appropriate dues, fees, and/or assessments shall be terminated within thirty (30) days following receipt by the Employer or notice from the Union that a member of the bargaining unit is in violation of this Article.

Section 3.

The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from the action taken by the Employer in conformity with this Article.

Section 4.

The amount of said deductions shall be deducted, if possible, from the last pay period of each month thereafter.

Section 5.

Deductions for any calendar month shall be remitted to the designated Treasurer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible.

ARTICLE III

STEWARDS & ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The employees may be represented by one steward on each shift. A shift is defined as any regularly scheduled work period. In the absence of the Steward, an Alternate Steward may be represent the Union.

Section 2. STEWARD CONDUCTING UNION BUSINESS DURING WORKING HOURS

The Steward on each shift may engage in Union business relating to grievances during working hours without loss of pay or time for a period not exceeding one-half (1/2) hour for any one (1) shift for a maximum time of two (2) hours in any calendar week. However, the Steward shall notify the Supervisors Office of the nature and starting time and completion time of the grievance work.

ARTICLE IV

SPECIAL CONFERENCES & COLLECTIVE BARGAINING NEGOTIATIONS

Section 1. PURPOSE & INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitate conferences between the Union and the Employer, the parties hereby agree to meet as necessary for such purpose.

Section 2. TIME, PLACE, GENERAL PROVISIONS CONCERNING SPECIAL CONFERENCES

- A. Special Conferences shall be held during working hours for the day shift. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference.
- B. The Union and the Employer shall be represented at such conference by at least two (2) representatives each and the Union may include in its representation a member of the International Union and/or Council.
- C. The Union and the Employer shall each present to each other an agenda of any matter which they respectively desire to discuss at the conferences at least seven (7) calendar days prior to the scheduled date of conference. The conference shall be confined to those matters included in said agenda.

- D. The place of conference shall be the premises of the Employer and the Union Representatives may meet on such premises for a period not exceeding one-half (1/2) hour immediately preceding the scheduled time of the conference.

Section 3. COLLECTIVE BARGAINING NEGOTIATIONS

The Union shall be limited to two paid employees for collective bargaining purposes for negotiations scheduled during working hours.

Section 4. UNION CONVENTIONS

The Chapter Chairperson or his representative, upon application, shall be allowed a total of five (5) days per calendar year time off without loss of time or pay to attend functions such as educational conferences or conventions of Local 1917, Michigan Council 25, or the International Union.

ARTICLE V

GRIEVANCE PROCEDURES

Section 1. DEFINITION

Grievance shall mean a complaint by an employee, group of employees, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any other matter relating to rates of pay, wages, hours of employment or other conditions of employment.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The following matter shall not be the basis of any grievance under the procedure established in this Article:

The termination of services or termination of any probationary employee for other than Union activity.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in the processing of any grievance under the procedure established hereinafter in Section 4 of this Article:

- A. Any employee who believes he may have a grievance shall first discuss the matter with his steward.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and such representative may process the

grievance if the employee consents thereto.

- C. After step one, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or condition and the grounds upon which the grievance and appeal is based.
- D. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance.
- E. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- F. After Step One of the grievance procedure, any hearings under the succeeding steps shall be conducted before or after working hours except when mutually agreed to the contrary. Any hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present.

When any such hearing is held during working hours, all employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose. Provided, further, however, the Employer shall not be obligated to excuse and/or pay more than one (1) Union representative for any such hearings.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE: At any time within five (5) working days of the date of the occurrence out of which the grievance arises, if the Employee feels he has a grievance and has reviewed it with his or her steward, it shall then be submitted to the Clinton Township Supervisor in an attempt to resolve the grievance by informal conference. The Supervisor or his/her designee shall hold the informal conference within five (5) working days of submittal. The Supervisor, or his/her designee, shall give their reply within fifteen (15) days of said conference. If the matter is not settled to the satisfaction of the Employee, it may be appealed in accordance with the procedure which follows.
- B. STEP TWO: If the grieving party is not satisfied with the decision in Step One, or has not received a reply within fifteen (15) working days, he/she may file a written appeal to the Human Resources Director who has been given the authority to settle grievances in place of the Township Board. The Human Resources Director shall schedule a hearing within thirty (30) days of receipt of the grievance and after the hearing furnish a written decision to the Steward and the President. It may be assumed by all parties to this Agreement that the Human Resources Director shall

maintain such authority until it is revoked by the Township Board and the Local Chapter receives notification thereof.

C. STEP THREE: Alternate Option.

In lieu of Step Two above, if the grieving party is not satisfied with the decision in Step One, or has not received a reply within fifteen (15) working days, he/she may file a written appeal to the Township Board. Such appeal shall be filed with the Clerk of the Township and a closed session of the Board to hear the grievance shall be held within thirty (30) days thereafter. The Board shall furnish a written decision within twenty-five (25) days following the closed session. Failure of the Township Board to answer shall constitute a denial.

D. STEP FOUR: Final and binding arbitration.

Within thirty (30) calendar days after receipt of the Employer's answer at Step Two, the Union may move the grievance to arbitration by notifying the Township and AFSCME Michigan Council 25 of their intent to arbitrate. The parties shall then attempt to mutually select an arbitrator.

If within thirty (30) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed by Michigan Council 25 to the American Arbitration Association to be processed in accordance with its voluntary Labor Arbitration Rules.

The fees and expenses of arbitration shall be equally shared by the Employer and the Union. The arbitrator's decision shall be final and binding on both parties.

ARTICLE VI

DISCHARGE & DISCIPLINE

Section 1. NOTICE TO UNION

The Employer agrees to furnish the Employee with at least two (2) copies of a written notice of discharge or discipline.

Section 2. APPEAL OF DISCHARGE OR DISCIPLINE

If the Employee desires to appeal his discharge or discipline, the grievance procedure in Article V shall be followed.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

The probationary period for each classification shall be for a six (6) month period for promotions made from within the department and for one year if made from outside the department. After the probationary period, the employee shall be entered on the seniority list using the date of his employment. There shall be no seniority among probationary employees. The Union shall be the exclusive collective bargaining representative of all probationary employees in respect to rates of pay, wages, hours of employment and other conditions of employment, provided, however, the Employer shall have the sole discretion in matters of discharge or discipline of such Employees shall not be subject to the grievance procedure.

Section 2. SENIORITY LISTS

The seniority of an employee shall not be affected by his/her race, sex, marital status or number of dependents. The Employer shall maintain an up-to-date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer shall notify the Union of any changes within a reasonable time after such changes occur.

Section 3. LOSS OF SENIORITY

An Employee shall forfeit his/her seniority only for the following reasons:

- A. The Employee voluntarily quits or retires under normal retirement criteria.
- B. The Employee is discharged and the discharge is not reversed by the Township Board.
- C. The employee is absent from work without notice to the Employer for three (3) consecutive working days.
- D. The Employee fails to return to work when recalled after lay-off as set forth in the recall procedure of this Agreement.
- E. The Employee fails to return to work after having been on sick leave of absence in which event such failure shall be subject to and handled in the same manner as specified in Subparagraph "C".

Section 4. LAY-OFF PROCEDURE

- A. Lay-off shall mean a reduction in the working force due to a decrease in work, the financial ability of the Employer to pay for the services of the Employees or any other matter beyond the control of the Employer.
- B. If an Employee must be laid off for an indefinite period of time, the Employer shall give written notice of such lay-off at least seven (7) calendar days prior to the effective date of lay-off, and a list of the names of such Employees shall be furnished to the Union's secretary on the same date the notice is given to the Employees.
- C. The order of lay-off of Employees shall be governed by seniority, provided, however, probationary employees shall be laid off first and seniority employees shall be laid off according to their respective seniority within this unit. However, as this unit is made up of executive personnel, the Employer shall not be required to lay off members of the same Department, regardless of seniority.

Section 5. RECALL PROCEDURE-TERMINATION OF
RE-EMPLOYMENT RIGHTS

After a lay-off, employees shall be recalled inversely to the order in which they were laid off. The Employer shall give the Employee written notice of recall by certified mail, telegram or personal delivery to the Employee's last known address. If the Employee fails to report for work within seven (7) calendar days after mailing, wiring or delivery, as the case may be, of the recall notice, the Employer may consider the Employee as having terminated his employment. If an Employee is laid off under the lay-off procedure and has not been recalled for employment for a period of three (3) years, then all of said Employee's rights of re-employment automatically terminate.

ARTICLE VIII

PROMOTIONS

Promotions within the bargaining unit shall be within the discretion of the Township Board.

ARTICLE IX

VETERAN'S PREFERENCE

An employee who enters into active Military Service in the Armed Forces of the United States shall be entitled to re-employment and any other veteran's preferences or rights in accordance with and as required by applicable Federal and Michigan State laws and regulations.

ARTICLE X

LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year without loss of seniority for any purpose which the Employer deems to constitute reasonable cause.

ARTICLE XI

LEAVE DAYS

Section 1. SICK LEAVE

It is now understood between the parties hereto that this Article now has to be read in conjunction with Section 2 (Short Term-Long Term Disability) since the accumulation of sick leave and payment thereof upon death or retirement will be limited to those days accumulated prior to August 1, 1988. After August 1, 1988, sick days will be governed by the provisions of Short Term-Long Term Disability provisions.

Each employee shall accumulate one (1) sick day leave for each month of his/her employment which may be accumulated without limitation through July 31, 1988. When an employee's services are terminated, he/she or their legal representative shall be paid for one-half (1/2) of all accumulated and unused sick leave days at the rate of the base pay which the employee was receiving at the date of termination of services, provided he/she had completed at least five (5) years of service.

When an employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement. Sick leave usage will be charged to the nearest one-quarter (1/4) of an eight (8) hour day in cases of absence for less than a full day.

Section 2. SHORT TERM-LONG TERM DISABILITY

The parties hereto agree that they have reviewed various short term-long term disability programs and are agreeable to discontinue the method of earning and accumulating sick days as expressed in Article XI as of August 1, 1988 in favor of the short term-long term disability program as outlined herein.

Both parties agree that as of August 1, 1988, the Township will provide the employees with short term-long term disability benefits, the same being explained as that proposal which is open for adoption up to August 1, 1988.

The Union understands that for the initial two (2) year period the Township will enter into a contract with an insurance company to provide these short and long term disability benefits. It is agreed that if upon expiration of these policies, if the Township cannot renew or find an equivalent alternative with a different company without an increase in cost in excess of 10% of \$100.00 per payroll, then the previous one (1) day a month sick leave policy will be reinstated. However, the parties agree that the Union and Management will combine their efforts to find an appropriate replacement policy that does not increase the cost by more than 10% or \$100.00 of payroll.

The sick days that the employee has accumulated prior to August 1, 1988 shall be hereinafter referred to as "bank sick days". After July 31, 1988, but prior to October 1, 1988, each employee shall have the right to sell all or any portion of those days in his/her sick bank to the Township for 1/2 of his/her base pay per day, provided that an agreement is executed by the employee disclaiming any right to have that payment considered for final average compensation purposes. Employees shall be allowed to transfer ten (10) of their "bank sick days" to their "current sick days" as of August 1, 1988.

The employee shall have the option to retain his/her bank sick days to be used as later described. If such days are not used, upon termination, the employee will receive 1/2 of a day's base pay at that time for each day not used pursuant to Article XI.

Commencing April 1, 2006 and each April 1 thereafter, each employee will be given seven (7) current sick days. Any current sick days in excess of fourteen (14) current sick days shall be paid in the first pay following the end of the contract year in which said days exceed fourteen (14) at the base pay for such day. The last day of the contract year in which the excess was accumulated will determine the price of the base pay per day.

Employees, and employees hired between contract years (April 1 to April 1) will earn 4.667 hours of sick leave for each month worked, or a major portion thereof, until the next April 1.

If an employee becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days, then bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the employee applies for the disability plan benefits, the employee shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated.

Once an employee is receiving disability benefits for a period of twelve (12) months, then that employee shall no longer be entitled to employment benefits with the Employer regardless of the fact that there are sick days, personal days and vacation days not used. This provision does not prevent the employee from requesting a Leave of Absence from the township. Upon termination, the employee will be reimbursed for each bank sick day, and the vacation days will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the employee goes on disability and a new employee is hired, that new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

Once the employee qualifies for disability benefits, the Township shall maintain and provide the employee's hospital, medical, life and dental and optical insurance for the period they are an employee. These benefits should not extend beyond twelve (12) months from the date of application for disability, which constitutes the employment period.

The Union and employees acknowledge that they have had an ample opportunity to review the benefits of this disability insurance with registered investment advisor and a licensed insurance counselor and they are satisfied that the benefits of this program are sufficient considerations for the relinquishment of the present sick leave policy. (For a description of the Short Term-Long Term benefits, please refer to the Summary Plan Description.)

Effective May 1, 1996, the weekly maximum benefit provided in the Short Term Disability Plan will be increased to \$900 per week.

Section 3. FUNERAL LEAVE

In the event of death in the immediate family of an Employee, they shall be entitled when so required, leave time up to three (3) days with regular pay to arrange for and attend the funeral and burial. Immediate family shall be deemed to be husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, step-father, stepmother, stepchild, and grandchild. The Employee shall be entitled to one (1) day with pay when so required to arrange and attend the funeral and burial in the event of death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

If the funeral of an immediate family member is held more than four hundred (400) miles from the Township Civic Center Offices, an employee will be granted one additional funeral leave with pay to attend the funeral.

Section 4. PERSONAL LEAVE

Each employee may take off three (3) days with pay per calendar year as defined hereafter, for personal leave days, upon receiving prior approval from his/her immediate supervisor. Calendar year shall be from January 1 through December 31 of each year. There shall be no accumulation of personal leave days from calendar year to calendar

year.

Both parties to this Agreement agree that if the Employee has personal leave days left at the end of the calendar year, then those personal days shall be voided and the employee shall be paid for seventy-five percent (75%) of the value of those days based upon the Employee's base wage.

In their year of hire or departure, employees shall receive one (1) personal day for each of the following periods during which they worked the majority of work days within the period.

January – April
May – August
September – December

Section 5. JURY DUTY LEAVE

An Employee who serves on jury duty will be paid the difference between his/her regular pay and the amount actually received for such jury duty. Proof of payment must be submitted to the Accounting Department as documentation for deduction from the Employee's regular pay.

All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days, provided the jury does not exceed sixty (60) actual jury duty days within a contract year.

In the event that attendance in jury duty exceeds more than sixty (60) days in actual attendance, then and in that event, all benefits shall cease and be frozen until the jury duty is terminated unless the Township Board grants an extension. However, benefits shall not cease and be frozen if the jury duty was in fact a Grand Jury. The Department Head shall be entitled to obtain an excuse from jury duty if in his/her opinion the Employee is necessary in his/her Township position, and if such excuse is obtained, the employee shall not attend jury duty.

If the Employee is released from jury duty before 2:00 p.m. of any day, the Employee, if an Assistant Department Head, shall check with the Superintendent or Department Head to see whether or not he/she should return to work, and in the event the juror is a Superintendent of a Department or Department Head, then he/she shall check with the Supervisor to determine whether or not he/she should return to work.

ARTICLE XII

VACATIONS & HOLIDAYS

Section 1. VACATIONS

Each employee hired by the Township prior to March 31, 1991 shall accumulate vacation days, after his probationary period, with pay in accordance with the following schedule which may be accumulated to a maximum of forty (40) days.

One through five years	One day per month
Six through twelve years	One & one-half days per month
Thirteen through eighteen	Two days per month
Beginning nineteenth year	Two & one-half days per month

Employees hired by the Township after April 1, 1991 shall accumulate vacation days, after his/her probation period, with pay in accordance with the following schedule which may be accumulated to a maximum of forty (40) days.

One through five years	One day per month
Six through eleven years	One & one-half days per month
Beginning twelve years	Two days per month

Section 2. HOLIDAYS

The following 13 days shall be paid holidays:

New Year's Eve Day	Memorial Day	Columbus Day
New Year's Day	July 4th	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Good Friday	Veteran's Day	Christmas Eve Day
		Christmas Day

The following additional provisions shall apply to holidays: If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed as the holiday. If the holiday is on Sunday, the following Monday shall be observed as the holiday. An Employee required to work on a holiday shall be paid double time for all hours worked that day plus his/her regular holiday pay. The holiday pay for each Employee shall be his/her current rate for an eight (8) hour work day. Friday & Saturday or Sunday & Monday holidays will permit the Township to designate another work day for the weekend holiday provided thirty (30) days notice is given.

Anything to the contrary herein notwithstanding, in order to obtain holiday pay as recited above, the Employee must work the last scheduled work day before the holiday

and the first scheduled work day after the holiday unless excused by his/her supervisor. An Assistant Department Head may obtain the excuse from the Department Head and the Department Head supervisor shall be the Supervisor of the Township for the purposes recited in this paragraph.

ARTICLE XIII

WORKING HOURS AND COMPENSATORY TIME

Section 1. WORKING HOURS

The regular full work day shall consist of eight (8) hours per day, including sixty (60) minutes for lunch. The regular work day shall commence at 8:30 a.m. and end at 4:30 p.m. Monday through Friday.

Section 2. COMPENSATORY TIME

Hours worked by Department Heads and/or Assistants in excess of forty (40) hours per week will be discretionary time. Discretionary time may be taken as compensatory time away from the job, on a straight time, or hour for hour basis when the Department is properly manned. This compensatory time will be used within ninety (90) days unless the time limit is extended by the Township Supervisor.

When an employee is called into work due to an emergency declared by the Emergency Management Section, they will receive compensatory time at the rate of 1 1/2x for all hours worked.

Employees shall receive minimum call in time of two hour compensatory time at straight time.

ARTICLE XIV

FRINGE BENEFITS PAID FOR EMPLOYEES

Section 1. INSURANCE

A. HOSPITALIZATION, MEDICAL & SURGICAL INSURANCE

The Employer shall provide and pay for hospital, medical, and surgical insurance for each employee and his/her legal dependents upon receipt of written election from the employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- A) Blue Cross/Blue Shield Traditional, #16189-003, \$5/\$10 RX
- B) Blue Cross/Blue Shield PPO, #16189-660, \$5/\$10 RX
- C) Health Alliance Plan HMO, Group #1-89350A, \$2 RX
- D) Blue Care Network, #00157989, \$2 RX
- E) Blue Cross/Blue Shield Community Blue Option 1, #16189-012, \$10/\$20 RX

The hospitalization insurance program set forth in Option E above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through D above shall pay the difference between the premium rate of Option E and the premium rate of the their selected Option, if any. Prior to the implementation of the Community Blue Option 1 plan the Township will hold a special enrollment for those employees who wish to enroll in that plan.

Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix B attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix C.

B. LIFE INSURANCE

The Township shall provide term group life insurance of \$50,000 with double indemnity for accidental death. Premiums for this coverage shall be paid by the Township long as available at no added cost, said policy may allow a disability benefit which decreases the amount of life insurance coverage. To receive total disability benefit, an employee waives the total amount of the life insurance or a portion of the life insurance paid as a disability benefit.

C. DENTAL INSURANCE

The Township shall provide and pay for a dental plan in the nature of "Delta" or equivalent for the employee and his dependents. Coverage is as follows: Class I Preventative Benefits – 100%; other Class I Benefits – 60% coverage; Class II Benefits – 60% coverage. Maximum contract benefits for Class I and Class II benefits shall have an \$1,500.00 limit per person per year. There shall not be a deductible provision for dental insurance.

The Township will also make available the Delta Dental PPO Plan and the DENCAP PPO Plan. Employees may choose either of these plans as an alternative to the traditional Dental Plan described above.

Employees who retire on or after April 1, 2002, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I benefits.

D. OPTICAL BENEFITS

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Benefits for minor dependent children are eye examinations, glasses, and contact lenses. However, minor dependent children may avail themselves of such benefits once every twelve consecutive months up to a maximum value of \$300.

The Township will provide, to those employees of the bargaining unit who require them, prescription lens safety glasses. A new pair of such glasses will be provided once every two years. They will be made available as part of the Township's Eye Care program. There will be no charge to the employee and this benefit is provided in addition to the Township's Optometric Program described above. Employees will be required to wear the prescription safety glasses, when appropriate, at work. If an employee breaks his/her safety glasses in the course of performing his/her duties the Township will pay for the repair or replacement of the glasses. However, if the employee loses his/her prescription safety glasses, the Township will not replace them until the two year period has expired. Furthermore, an employee who damages or loses a pair of non-safety glasses at work will not be reimbursed for the damage and/or loss.

Employees who retire on or after April 1, 2002, their spouses, and dependent minor children will be covered by the Optical plan.

E. WORKER'S COMPENSATION

Provisions of the worker's compensation laws of the State of Michigan shall apply in all injuries, accidents or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident, or illness shall be paid by the Township the difference between 80% of his/her regular rate of pay and the amount received from workers' compensation for the duration of the recovery not to exceed six (6) months.

For the six (6) months period recited above commencing the date of injury, accident or illness, the employee shall be entitled to accrue benefits, seniority, vacation days and the like as though he/she were working every day. At the termination of said six (6) months period, if the employee cannot return to work then he/she shall be granted an additional six (6) months extension if the person notifies the Township Board that the additional period is requested. The additional extension shall not be with salary, paid supplement, or benefits unless approved by the Township Board. At a period of six (6) months from the end of the second extension if the person cannot return to work in the same capacity, the person shall be terminated unless the Township Board grants a further extension.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for credit union, union dues, and pension contributions shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers' compensation checks which they have received to the Accounting Department.

Section 2. MISCELLANEOUS BENEFITS

A. PERSONAL AUTOMOBILE EXPENSE

If an employee is required by the Employer to use his/her own automobile in the course of his/her employment, the Employer shall pay him/her the mileage rate allowed by I.R.S. for such usage. Claims for mileage shall be submitted on the expense claim form provided by the Employer to his/her immediate superior. If the Employer desires, a car may be furnished for use of the employee. In this instance, the Employee shall not be paid mileage.

B. SCHOOL EXPENSE

An employee who on his/her day off attends a college, university or trade school in a course or program related to his/her work in the Township, with approval of his/her immediate supervisor, shall be reimbursed by the Township

for tuition, purchase of books, and other necessary materials not to exceed \$750.00 per year. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation that he/she is enrolled in the course.

Effective retroactive to April 1, 1998, the tuition reimbursement maximum amount for classes leading to a degree beyond an Associates Degree is increased to \$2,000 per year.

Any employee who withdraws from, or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the employee, such amount may be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment.

All books paid for by the Township will be listed and cataloged upon completion of the course. Said books will be made available to all members of the Department, although the books may be temporarily housed in various offices.

If the employee does not work for the Employer for at least one (1) year after receiving his/her school expenses, then and in that event, the employee shall refund or have deleted from his/her separation pay the pro-rata amount for that portion of a year, as measured by months, that remains after terminating employment. The proration of months shall be determined by counting any months where the employee has employment status for at least sixteen (16) days during the calendar month and disregarding any month where the employee does not have sixteen (16) calendar days. This paragraph shall not apply if employment ceases because of retirement with normal age and service time. Normal age and service time shall be that retirement now recognized by MERS, excluding the sixty years of age and ten years of service retirement. Normal age and service time as stated here does not include early or disability retirement.

Any classes or programs that are required by the Employer, State or Federal body, as well as, any other agency recognized to have the authority to require this education shall be excluded from the requirements of the above paragraph.

An employee shall be allowed time off without loss of pay to attend all educational seminars/conferences required by the Township as stated above.

C. IMMUNIZATION & CHEST X-RAYS

Employees submitting written request shall be given at no cost, chest x-rays, flu shots, and any and all other inoculations which may be determined as necessary by such doctor as the Employer shall designate.

D. RETIREMENT PLAN

The parties mutually recognize that all employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with Public Employees Retirement under Act 427 of the Michigan Public Acts of 1984, as amended. The plan provided will be the B-2 Plan.

For all members of this particular collective bargaining ground employed with the Charter Township of Clinton hired on or before April 1, 2001, the Final Average Compensation shall mean the average of three (3) years of highest annual compensation received by the employee during their ten (10) years of service immediately preceding their retirement or termination of service. All future members of this collective bargaining group, before they obtain five (5) years in active employment within this group, shall be entitled to the general Final Average Compensation allowed all persons with a C-2 plan and a B-1 base.

Effective August 9, 1999, the V-10 plan is replaced by the V-8 plan. Effective for employees who retire on a regular retirement on or after April 1, 2001, the B-2 plan is replaced by the B-3 plan and the F55-30 plan is replaced by the F55-25 plan. Effective for employees who retire on a regular retirement or after April 1, 2006, the B-3 plan is replaced by the B-4 plan. Employee's contributions rate shall be six and three quarters (6.75%) percent.

The Township further agrees to maintain the hospital, medical and surgical insurance for those employees who retire at an age that qualified them for Medicare and who are accepted in the Medicare Program upon retirement. It being the intention of the Township in offering the benefits described by this paragraph to supplement the Medicare Program to encompass the Program the employee had available to him/her while an employee of the Township. Employees must enroll in Medicare parts A and B in order to qualify for this benefit.

E. LIFE INSURANCE FOR CERTAIN RETIREES

An employee who is at least fifty-five (55) years of age and has at least twenty-five (25) years of service with the Employer shall, upon retirement, be provided with a \$10,000.00 term life insurance policy, without double indemnity, which shall be maintained by the Employer.

ARTICLE XV

EMPLOYEE COMPENSATION

Section 1. EMPLOYEE WAGE SCALE

Employees shall continue to be paid in accordance with the salary schedule attached hereto as "Appendix A".

Section 2. LONGEVITY PAY

Effective April 1, 2002, the longevity program is abolished.

ARTICLE XVI

HEALTH CARE COVERAGE FOR RETIREES

The Employer agrees to provide Health Care Coverage as provided for bargaining unit members, excluding maternity coverage, to all retirees who retire after the execution of this Agreement which benefits shall be conditioned as follows:

1. The retiree must meet the minimum age and service requirements for regular retirement.
2. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with the premiums to be funded as follows:

Percentage of Monthly Premium

<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
10 – 14 years	25%	75%
15 – 19 years	50%	50%
20 – 24 years	75%	25%
25 – more years	100%	0%

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

3. Employees who retire under a deferred vested pension or disability retirement, for other than a work related injury (recognized Worker's Compensation case), will not be eligible for this benefit. Employees who are approved and remain on a job related disability by MERS will receive all benefits of this agreement but do not need to meet the age requirement for regular retirement as outlined in #1 above.
4. This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree's policy attempting to provide continuous coverage.
5. Retirees and spouses participating in this program, upon reaching Medicare eligibility, must enroll in Medicare Parts A and B in order to be eligible for this benefit. Blue Cross/Blue Shield traditional coverage is the only plan available to retirees upon reaching Medicare eligibility. The Township agrees to offer PPO or HMO coverage to such retirees when and if such plans become available. Retiree health insurance benefits will be provided to a retiree's spouse after the retiree's death. To be eligible for this benefit, the surviving spouse must have been the spouse of record at the time that the employee retired on a regular retirement and began receiving retirement benefits.

ARTICLE XVII

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall govern and be binding upon the parties, but shall not invalidate the remaining provisions of this Agreement and the parties hereto agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE XVIII

RATIFICATION

The Union acknowledges that it has heretofore submitted the terms of this Agreement to the employees of the bargaining unit for ratification by them and were ratified by the employees of the Local Union.

ARTICLE XIX

EFFECTIVE DATE & DURATION

This Agreement shall be effective at 12:01 a.m. on the day following execution and continue for a term to expire at Midnight on March 31, 2010. Provided, the wages set forth under Appendix A of this Agreement shall be for a term of four (4) years commencing April 1, 2006 and extending through March 31, 2010. The parties mutually agree to undertake negotiations upon written notification for that purpose given by the Union to the Employer not less than sixty (60) days prior to expiration of the terms of this Agreement.

ARTICLE XX

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent certified mail addressed as follows:

EMPLOYER: Charter Township of Clinton
Attention: Township Clerk
40700 Romeo Plank Road
Clinton Twp., MI 48038-2900

UNION: Michigan AFSCME Council 25
American Federation of State, County,
and Municipal Employees, AFL-CIO
23855 Northwestern Highway
Southfield, MI 48075

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives for the contract period April 1, 2006 through March 31, 2010 at the Charter Township of Clinton, Macomb County, Michigan.

CHARTER TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

LOCAL 1917.29 OF AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFFILITATED WITH AFL-CIO

By: _____
ROBERT J. CANNON
Township Supervisor

By: _____
NORA L. GRAMBAU
Negotiator

By: _____
DENNIS C. TOMLINSON
Township Clerk

By: _____
JOHN CODRON
Negotiator

By: _____
WILLIAM S. SMITH
Human Resources Director

By: _____
GEORGE WESTERMAN
Negotiator

By: _____
DONNA LAURETTI
Negotiator

By: _____
BRIAN GIRARD
Negotiator

APPENDIX "A"

SALARY SCHEDULE

April 1, 2006 to March 31, 2007
(2.5% increase)

	START	1 YEAR	2 YEAR	3 YEAR
Supt. of Public Works	\$81,047	\$85,797	\$90,724	
Superintendent of Water	\$81,047	\$85,797	\$90,724	
Superintendent of Building	\$81,047	\$85,797	\$90,724	
Dir. of Parks and Recreation	\$81,047	\$85,797	\$90,724	
Assessor	\$85,688	\$90,066	\$93,949	
Asst. Supt. of Public Works	\$68,753	\$71,131	\$73,993	\$77,283
Asst. Supt. of Water	\$68,753	\$71,131	\$73,993	\$77,283
Asst. Supt. of Building	\$68,753	\$71,131	\$73,993	\$77,283
Asst. Dir. of Parks and Rec.	\$68,753	\$71,131	\$73,993	\$77,283
Asst. Assessor	\$69,136	\$69,777	\$72,584	\$80,025
Director of Cable	\$74,333	\$78,704	\$83,197	
Director of Senior Citizens	\$74,333	\$78,704	\$83,197	
Asst. Director of Cable	\$63,141	\$65,215	\$67,840	\$70,886
Asst. Dir. of Senior Citizens	\$63,141	\$65,215	\$67,840	\$70,886
Planning Director	\$83,538	\$87,638	\$92,711	
Assistant Planning Director	\$67,816	\$73,028	\$78,786	
Finance Director	\$88,150	\$92,763	\$97,320	
Assistant Finance Director	\$70,919	\$76,039	\$82,386	
Township Engineer	\$83,538	\$87,638	\$92,711	
Information Technology Director	\$73,595	\$77,388	\$81,047	

SALARY SCHEDULE

April 1, 2007 to March 31, 2008
(2.5% increase)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Supt. of Public Works	\$83,073	\$87,942	\$92,992	
Superintendent of Water	\$83,073	\$87,942	\$92,992	
Superintendent of Building	\$83,073	\$87,942	\$92,992	
Dir. of Parks and Recreation	\$83,073	\$87,942	\$92,992	
Assessor	\$87,830	\$92,317	\$96,298	
Asst. Supt. of Public Works	\$70,472	\$72,909	\$75,843	\$79,215
Asst. Supt. of Water	\$70,472	\$72,909	\$75,843	\$79,215
Asst. Supt. of Building	\$70,472	\$72,909	\$75,843	\$79,215
Asst. Dir. of Parks and Rec.	\$70,472	\$72,909	\$75,843	\$79,215
Asst. Assessor	\$70,865	\$71,521	\$74,399	\$82,025
Director of Cable	\$76,191	\$80,671	\$85,277	
Director of Senior Citizens	\$76,191	\$80,671	\$85,277	
Asst. Director of Cable	\$64,720	\$66,845	\$69,536	\$72,658
Asst. Dir. of Senior Citizens	\$64,720	\$66,845	\$69,536	\$72,658
Planning Director	\$85,626	\$89,828	\$95,029	
Assistant Planning Director	\$69,511	\$74,854	\$80,755	
Finance Director	\$90,354	\$95,082	\$99,753	
Assistant Finance Director	\$72,692	\$77,940	\$84,446	
Township Engineer	\$85,626	\$89,828	\$95,029	
Information Technology Director	\$75,435	\$79,322	\$83,073	

SALARY SCHEDULE

April 1, 2008 to March 31, 2009
(2.25% increase)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Supt. of Public Works	\$84,942	\$89,920	\$95,084	
Superintendent of Water	\$84,942	\$89,920	\$95,084	
Superintendent of Building	\$84,942	\$89,920	\$95,084	
Dir. of Parks and Recreation	\$84,942	\$89,920	\$95,084	
Assessor	\$89,806	\$94,395	\$98,465	
Asst. Supt. of Public Works	\$72,057	\$74,550	\$77,549	\$80,997
Asst. Supt. of Water	\$72,057	\$74,550	\$77,549	\$80,997
Asst. Supt. of Building	\$72,057	\$74,550	\$77,549	\$80,997
Asst. Dir. of Parks and Rec.	\$72,057	\$74,550	\$77,549	\$80,997
Asst. Assessor	\$72,459	\$73,131	\$76,073	\$83,871
Director of Cable	\$77,906	\$82,486	\$87,196	
Director of Senior Citizens	\$77,906	\$82,486	\$87,196	
Asst. Director of Cable	\$66,176	\$68,349	\$71,100	\$74,293
Asst. Dir. of Senior Citizens	\$66,176	\$68,349	\$71,100	\$74,293
Planning Director	\$87,553	\$91,850	\$97,167	
Assistant Planning Director	\$71,075	\$76,538	\$82,572	
Finance Director	\$92,387	\$97,221	\$101,997	
Assistant Finance Director	\$74,327	\$79,693	\$86,346	
Township Engineer	\$87,553	\$91,850	\$97,167	
Information Technology Director	\$77,132	\$81,107	\$84,942	

SALARY SCHEDULE

April 1, 2009 to March 31, 2010
(2.00% increase)

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Supt. of Public Works	\$86,641	\$91,719	\$96,986	
Superintendent of Water	\$86,641	\$91,719	\$96,986	
Superintendent of Building	\$86,641	\$91,719	\$96,986	
Dir. of Parks and Recreation	\$86,641	\$91,719	\$96,986	
Assessor	\$91,602	\$96,282	\$100,434	
Asst. Supt. of Public Works	\$73,498	\$76,041	\$79,100	\$82,617
Asst. Supt. of Water	\$73,498	\$76,041	\$79,100	\$82,617
Asst. Supt. of Building	\$73,498	\$76,041	\$79,100	\$82,617
Asst. Dir. of Parks and Rec.	\$73,498	\$76,041	\$79,100	\$82,617
Asst. Assessor	\$73,908	\$74,593	\$77,594	\$85,548
Director of Cable	\$79,464	\$84,136	\$88,940	
Director of Senior Citizens	\$79,464	\$84,136	\$88,940	
Asst. Director of Cable	\$67,499	\$69,716	\$72,522	\$75,779
Asst. Dir. of Senior Citizens	\$67,499	\$69,716	\$72,522	\$75,779
Planning Director	\$89,304	\$93,687	\$99,111	
Assistant Planning Director	\$72,497	\$78,069	\$84,224	
Finance Director	\$94,234	\$99,165	\$104,037	
Assistant Finance Director	\$75,814	\$81,287	\$88,073	
Township Engineer	\$89,304	\$93,687	\$99,111	
Information Technology Director	\$78,675	\$82,729	\$86,641	

APPENDIX "B"

PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allow employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the "Waiver of Medical Insurance" form which appears as Appendix B to this agreement.

B. AMOUNT OF BENEFIT

The Employment will compensate the employee in the amount of \$100 per pay period in addition to his/her normal pay.

C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of

the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.

4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverages are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "C"

WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu

of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

_____*
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any if Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

NAME (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

*If covered elsewhere, you must provide written proof of other coverage.